REMARKS

Claims 1-72 were previously pending in this patent application. Claims 1-72 stand rejected. Accordingly, after this Amendment and Response, Claims 1-72 remain pending in this patent application. Further examination and reconsideration in view of the claims, remarks, and arguments set forth below is respectfully requested.

35 U.S.C. Section 112, First Paragraph, Rejections

Claims 1-33 stand rejected under 35 U.S.C. Section 112, First Paragraph, as failing to comply with the enablement requirement. Specifically, the Rejection states that performance of a primary authentication protocol is not enabled by the specification. Applicants respectfully disagree: "The test of enablement is whether one reasonably skilled in the art could make or use the invention from the disclosures in the patent coupled with information known in the art without undue experimentation." *United States v. Telectronics, Inc.*, 857 F.2d 778, 785, 8 USPQ2d 1217, 1223 (Fed. Cir. 1988). Furthermore, a patent need not teach, and preferably omits, what is well known in the art. *In re Buchner*, 929 F.2d 660, 661, 18 USPQ2d 1331, 1332 (Fed. Cir. 1991). In this case, primary authentication protocols are well known to those skilled in the art. For the purposes of illustration, the specification provides an example of one type of primary authentication protocol suitable for one embodiment [page 14, lines 10-15]. Moreover, the specification specifically contemplates that "any

other authentication protocol can be implemented as the primary authentication protocol" [page 14, lines 19-21]. These other authentication protocols are well known to those skilled in the art. In light of the foregoing, withdrawal of the rejection of Claims 1-33 is respectfully requested.

35 U.S.C. Section 102(e) Rejections

Claims 1, 12, and 23 stand rejected under 35 U.S.C. 102(e) as being anticipated by Shambroom, U.S. Patent No. 6,198,824 (hereafter Shambroom). These rejections are respectfully traversed.

Independent Claim 1 recites:

A method of re-authenticating and protecting communication security comprising the steps of:
    a)   performing a *secondary authentication protocol* between a client electronic system (client) and a network access point electronic system (AP) using a key lease generated by performance of a primary authentication protocol, wherein said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol; and
    b)   if said secondary authentication protocol is successful, generating a session encryption key for encrypting communication traffic between said client and said AP. (emphasis added)

Independent Claims 12 and 23 recite similar limitations. It is respectfully asserted that Shambroom does not disclose the present invention as recited in Independent Claim 1.

Shambroom and the claimed invention are very different. Applicants understand Shambroom to teach a system for providing secure remote command execution. In particular, Applicants respectfully assert that Shambroom does not teach, describe, or suggest "performing a *secondary authentication protocol* between a client electronic system (client) and a network access point electronic system (AP) using a key lease generated by performance of a primary authentication protocol, wherein said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol" (emphasis added), as recited in Claim 1.

Applicants respectfully assert that Shambroom does not disclose a primary authentication protocol *and* a secondary authentication protocol. The passage from Shambroom that Examiner cites as disclosing the use of both a primary and a secondary authentication protocol [Shambroom, col. 9, lines 11-32] actually only discloses a single authentication protocol. Specifically, the protocol disclosed is Kerberos Version 5 [Shamrboom, col. 8, lines 11-15].

In contrast, embodiments of the claimed invention as recited in Claims 1, 12, and 23 are directed towards re-authentication which involves "performing a *secondary authentication protocol* between a client electronic system (client) and a network access point electronic system (AP) using a key lease generated by performance of a primary authentication protocol, wherein said

key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol" (emphasis added). Thus, the re-authentication uses two *distinct* authentication protocols: a primary authentication protocol *and* a secondary authentication protocol.

Therefore, Applicants respectfully assert that nowhere does Shambroom teach, disclose, or suggest the claimed embodiments of the present invention as recited in Claims 1, 12, and 23, that these claims overcome the rejection under 35 U.S.C. § 102(e), and are thus in a condition for allowance.

Claims 34-36, 47-49, and 60-62 stand rejected under 35 U.S.C. 102(e) as being anticipated by Candelore U.S. Patent No. 6,363,149 B1 (hereafter Candelore). These rejections are respectfully traversed.

Independent Claim 34 recites:

A method of authenticating a client electronic system (client), comprising the steps of:
   a)   in response to a first request to authenticate, performing a primary authentication protocol between said client and a *first network access point electronic system (first AP) to allow access to a network*;
   b)   *if said primary authentication protocol is successful, generating a key lease*, wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*;
   c)   transmitting said key lease to said client; and

d)   in response to a second request to authenticate, *performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease.* (emphasis added)

It is respectfully asserted that Candelore does not disclose the present invention as recited in Independent Claim 34. In particular, Independent Claim 34 recites the limitations, "performing a primary authentication protocol between said client and a *first network access point electronic system (first AP) to allow access to a network*" (emphasis added), " *if said primary authentication protocol is successful, generating a key lease*" (emphasis added), "wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*" (emphasis added), and " *performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease*" (emphasis added). In contrast, Candelore is directed to providing an encryption key to downstream components in a home audio-video system. [Candelore; Col. 1, lines 5-11]. Candelore fails to disclose performing a *primary authentication protocol between* the *client* and a *first network access point electronic system (first AP) to allow access to a network*, as in the invention of Independent Claim 34. In fact, Candelore never discusses authentication to verify an identity to allow access to a network. Moreover, the future access keys referred to in Candelore are not *generated in response to a primary authentication protocol.* Rather, they are generated in

advance by a hash algorithm. [Candelore; Col. 10, lines 5-42]. Furthermore, Candelore never discusses *using these encryption keys* subsequently for a *secondary authentication*. Therefore, it is respectfully submitted that Independent Claim 34 is not anticipated by Candelore and is in condition for allowance.

Dependent Claims 35-36 are dependent on allowable Independent Claim 34, which is allowable over Candelore. Hence, it is respectfully submitted that Dependent Claims 35-36 are patentable over Candelore for the reasons discussed above.

With respect to Independent Claim 47, it is respectfully submitted that Independent Claim 47 recites similar limitations as in Independent Claim 34. In particular, the Independent Claim 47 recites the limitations, "perform a primary authentication protocol with *a first network access point electronic system (first AP) to allow access to a network*" (emphasis added), "*receive a key lease if said primary authentication protocol is successful*" (emphasis added), "*said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*" (emphasis added), and "*perform said secondary authentication protocol with a second network access point electronic system (second AP) using said key*

lease" (emphasis added). As discussed above, Candelore fails to disclose the cited limitations. Therefore, Independent Claim 47 is not anticipated by Candelore and is in condition for allowance based on reasons discussed in connection with Independent Claim 34.

Dependent Claims 48-49 are dependent on allowable Independent Claim 47, which is allowable over Candelore. Hence, it is respectfully submitted that Dependent Claims 48-49 are patentable over Candelore for the reasons discussed above.

With respect to Independent Claim 60, it is respectfully submitted that Independent Claim 60 recites similar limitations as in Independent Claim 34. In particular, the Independent Claim 60 recites the limitations, "perform a primary authentication protocol with a client electronic system (client) *to allow access to a network*" (emphasis added), "*generate a key lease if said primary authentication protocol is successful*" (emphasis added), "*said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*" (emphasis added), and "*perform said secondary authentication protocol with said client using said key lease*" (emphasis added). As discussed above, Candelore fails to disclose the cited limitations. Therefore, Independent Claim 60 is not

anticipated by Candelore and is in condition for allowance based on reasons discussed in connection with Independent Claim 34.

Dependent Claims 61-62 are dependent on allowable Independent Claim 60, which is allowable over Candelore. Hence, it is respectfully submitted that Dependent Claims 61-62 are patentable over Candelore for the reasons discussed above.

35 U.S.C. Section 103(a) Rejections

Claims 2-6, 13-17, and 24-28 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Shambroom, U.S. Patent No. 6,198,824 B1 (hereafter Shambroom) as applied to claims 1, 12, and 23, and in view of Dole, U.S. Patent No. 6,628,786 (hereafter Dole). These rejections are respectfully traversed.

Dependent Claims 2-6, Dependent Claims 13-17, and Dependent Claims 24-28 are dependent on allowable Independent Claims 1, 12, and 23 respectively, which are allowable over Shambroom. Moreover, Dole does not disclose the limitations "*performing a secondary authentication protocol*" (emphasis added), "a key lease *generated by performance of a primary authentication protocol*" (emphasis added), "*said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary*

authentication protocol" (emphasis added), and "*if said secondary authentication protocol is successful, generating a session encryption key*" (emphasis added), as in the inventions of Independent Claims 1, 12, and 23. Hence, it is respectfully submitted that Independent Claims 1, 12, and 23 are patentable over the combination of Shambroom and Dole for the reasons discussed above. Since Dependent Claims 2-6, 13-17, and 24-28 depend from Independent Claims 1, 12 and 23 respectively, it is respectfully submitted that Dependent Claims 2-6, 13-17, and 24-28 are patentable over the combination of Shambroom and Dole for the reasons discussed above.

Claims 7-11, 18-22, and 29-33 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Shambroom, U.S. Patent No. 6,198,824 (hereafter Shambroom), in view of Dole, U.S. Patent No. 6,628,786 (hereafter Dole), and in view of Kessler et al., U.S. Patent No. 6,789,147 (hereafter Kessler). These rejections are respectfully traversed.

Dependent Claims 7-11, Dependent Claims 18-22, and Dependent Claims 29-33 are dependent on allowable Independent Claims 1, 12, and 23 respectively, which are allowable over Shambroom. Moreover, Dole and Kessler do not disclose the limitations "*performing a secondary authentication protocol*" (emphasis added), "a key lease *generated by performance of a primary authentication protocol*" (emphasis added), "*said key lease includes a*

key lease period for indicating a length of time in which said key lease is valid

for using said secondary authentication protocol instead of said primary

authentication protocol" (emphasis added), and *"if said secondary*

authentication protocol is successful, generating a session encryption key"

(emphasis added), as in the inventions of Independent Claims 1, 12, and 23.

Hence, it is respectfully submitted that Independent Claims 1, 12, and 23 are

patentable over the combination of Shambroom, Dole, and Kessler for the

reasons discussed above. Since Dependent Claims 7-11, 18-22, and 29-33

depend from Independent Claims 1, 12 and 23 respectively, it is respectfully

submitted that Dependent Claims 7-11, 18-22, and 29-33 are patentable over

the combination of Shambroom, Dole, and Kessler for the reasons discussed

above.

Claims 37, 50, and 63 stand rejected under 35 U.S.C. 103(a) as being

unpatentable over Candelore, U.S. Patent No. 6,363,149 (hereafter Candelore)

and in view of Kennelly et al., U.S. Patent No. 6,754,702 (hereafter Kennelly).

These rejections are respectfully traversed.

Dependent Claims 37, 50, and 63 are dependent on allowable

Independent Claims 34, 47, and 60 respectively, which are allowable over

Candelore. Moreover, Kennelly does not disclose the limitations *"performing a*

primary authentication protocol between said client and a first network access

point electronic system (first AP) to allow access to a network" (emphasis added), "*if said primary authentication protocol is successful, generating a key lease*" (emphasis added), "wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*" (emphasis added), and "*performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease*" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Candelore and Kennelly for the reasons discussed above. Since Dependent Claims 37, 50, and 63 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 37, 50, and 63 are patentable over the combination of Candelore and Kennelly for the reasons discussed above.

Claims 38-43, 51-56, and 64-69 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Candelore et al., U.S. Patent No. 6,363,149 (hereafter Candelore) and in view of Babu et al., U.S. Patent No. 6,122,639 (hereafter Babu). These rejections are respectfully traversed.

Dependent Claims 38-43, 51-56, and 64-69 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Candelore. Moreover, Babu does not disclose the limitations "*performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network*" (emphasis added), "*if said primary authentication protocol is successful, generating a key lease*" (emphasis added), "wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*" (emphasis added), and "*performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease*" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Candelore and Babu for the reasons discussed above. Since Dependent Claims 38-43, 51-56, and 64-69 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 38-43, 51-56, and 64-69 are patentable over the combination of Candelore and Babu for the reasons discussed above.

Claims 44, 57, and 70 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Candelore et al., U.S. Patent No. 6,363,149 (hereafter

Candelore) and in view of Kung et al., U.S. Patent No. 5,917,911 (hereafter Kung). These rejections are respectfully traversed.

Dependent Claims 44, 57, and 70 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Candelore. Moreover, Kung does not disclose the limitations "*performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network*" (emphasis added), "*if said primary authentication protocol is successful, generating a key lease*" (emphasis added), "wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol*" (emphasis added), and "*performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease*" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Candelore and Kung for the reasons discussed above. Since Dependent Claims 44, 57, and 70 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 44, 57, and 70 are patentable over the combination of Candelore and Kung for the reasons discussed above.

Claims 45, 58, and 71 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Candelore et al., U.S. Patent No. 6,363,149 (hereafter Dabbish) and in view of Burns et al., U.S. Patent No. 6,792,424 (hereafter Burns). These rejections are respectfully traversed.

Dependent Claims 45, 58, and 71 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Candelore. Moreover, Burns does not disclose the limitations *"performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network"* (emphasis added), *"if said primary authentication protocol is successful, generating a key lease"* (emphasis added), "wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol"* (emphasis added), and *"performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease"* (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Candelore and Burns for the reasons discussed above. Since Dependent Claims 45, 58, and 71 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 45, 58,

and 71 are patentable over the combination of Candelore and Burns for the reasons discussed above.

Claims 46, 59, and 72 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Candelore et al., U.S. Patent No. 6,363,149 (hereafter Candelore) and in view of Burns et al., U.S. Patent No. 6,792,424 (hereafter Burns). These rejections are respectfully traversed.

Dependent Claims 46, 59, and 72 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Candelore. Moreover, Burns does not disclose the limitations *"performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network"* (emphasis added), *"if said primary authentication protocol is successful, generating a key lease"* (emphasis added), "wherein *said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol"* (emphasis added), and *"performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease"* (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the

combination of Candelore and Burns for the reasons discussed above. Since

Dependent Claims 46, 59, and 72 depend from Independent Claims 34, 47,

and 60 respectively, it is respectfully submitted that Dependent Claims 46, 59,

and 72 are patentable over the combination of Candelore and Burns for the

reasons discussed above.

CONCLUSION

It is respectfully submitted that the above claims, arguments, and remarks overcome all rejections. Claims 1-33 are enabled by the specification, and all remaining claims (Claims 1-72) are neither anticipated nor obvious in view of the cited references. For at least the above-presented reasons, it is respectfully submitted that all remaining claims (Claims 1-72) are in condition for allowance.

The Examiner is urged to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present Application.

Please charge any additional fees or apply any credits to our PTO deposit account number: 23-0085.

Respectfully submitted,

WAGNER, MURABITO & HAO, LLP

Dated: 11/2/05

John P. Wagner
Registration No. 35,398

Two North Market Street, Third Floor
San Jose, CA 95113
(408) 938-9060